

B 210A (Form 210A) (12/09)

UNITED STATES BANKRUPTCY COURT
Southern District of New York

In re Lehman Brothers Holdings Inc., et al., Debtors.

Case No. 08-13555 (SCC)
(Jointly Administered)

AMENDED PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY¹

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Goldman, Sachs & Co.
Name of Transferee

Name and Address where notices to transferee should be sent:

Goldman, Sachs & Co.
200 West Street
New York, NY 10282
Tel. No.: 212-934-3921
Email: gsd.link@gc.com
Attention: Michelle Latzoni

Alden Global Value Recovery Master Fund, L.P.
Name of Transferor

Court Claim # (if known): multiple—please see Schedule 1 to attached Agreement and Evidence of Transfer

Amount of Claim Transferred: please see Schedule 1 to attached Agreement and Evidence of Transfer

Date Claim Filed: multiple

Debtor: Lehman Brothers Holdings Inc.

Phone: _____
Last Four Digits of Acct #: _____

Phone: _____
Last Four Digits of Acct #: _____

Name and Address where transferee payments should be sent (if different from above):

Phone: _____
Last Four Digits of Acct #: _____

¹ This Transfer Notice amends and supersedes the Transfer Notice filed under Docket No. 47437 in the above-referenced Case No.

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

GOLDMAN, SACHS & CO.

By:

Dennis Lafferty
Managing Director

Name of Transferee/Transferee's Agent

Date: 12/12/14

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **Alden Global Value Recovery Master Fund, L.P.** ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to **Goldman, Sachs & Co.** (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the amounts specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to the Proof of Claim Numbers specified in Schedule 1 attached hereto filed by or on behalf of Seller or Seller's predecessor in interest (collectively, the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors; (g) Seller has delivered to Buyer a true and correct copy of the Notice of Proposed Allowed Claim Amount for the Proof of Claim ("Notice") and no action was undertaken by Seller with respect to the Notice; (h) Seller has delivered to Buyer true and correct copies of the notices of distribution it has received from Epiq on account of the Transferred Claims (though such notices may be redacted to exclude information not material to the Transferred Claims); (i) either Seller or its predecessor in title has received distributions on account of the Transferred Claims on or around April 17, 2012, October 1, 2012, April 4, 2013, October 3, 2013, April 3, 2014 and October 2, 2014 (the October 2, 2014 distribution being the "Sixth Distribution") (collectively, the "LBHI Distributions"), in each case in an amount proportional to distributions made generally to holders of allowed LBHI Class 5 Claims under the Modified Third Amended Joint Chapter 11 Plan of Lehman Brothers Holdings Inc. and Its Affiliated Debtors, dated December 5, 2011 [ECF No. 23023] (the "Plan"); (j) either Seller or its predecessor in title

has received distributions on May 8, 2013, October 24, 2013, April 28, 2014 and October 28, 2014 relating to the Purchased Securities in each case in an amount proportional to distributions made generally to holders of similar claims against Lehman Brothers Treasury Co. BV (collectively, the "BV Distribution," and together with the LBHI Distributions, the "Distributions"); and (k) other than the Distributions, Seller has not received any payments or distributions, whether directly or indirectly, in respect of the Transferred Claims or the Purchased Securities.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Seller shall promptly (but in any event no later than three (3) business days after the later of (i) receipt thereof, and (ii) the date of this Agreement and Evidence of Transfer) remit to Purchaser any payments, distributions or proceeds received by Seller after the trade date in respect of the Transferred Claims (including for the avoidance of doubt, the Sixth Distribution). Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 12 day of December 2014.

GOLDMAN, SACHS & CO.

By: _____

Name: _____

Title: _____

Dennis Lafferty
Managing Director

30 Hudson Street, 5th Floor
Jersey City, NJ 07302
Attn: Michelle Latzoni
Email: gsd.link@gs.com
Tel: (212) 934-3921

ALDEN GLOBAL VALUE RECOVERY MASTER FUND, L.P.

By: Alden Global Capital, LLC, its Service Provider

By: _____

Name: _____

Title: _____

c/o Alden Global Capital
885 Third Ave. 34th Floor
New York, NY 10022
Attn: Ithran Olivacce
Tel: 212-418-6862
Email: IOlivacce@aldenglobal.com,
tradingops@aldenglobal.com

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 12 day of December 2014.

GOLDMAN, SACHS & CO.

By: _____

Name:

Title:

30 Hudson Street, 5th Floor
Jersey City, NJ 07302
Attn: Michelle Latzoni
Email: gsd.link@gs.com
Tel: (212) 934-3921

ALDEN GLOBAL VALUE RECOVERY MASTER FUND, L.P.

By: Alden Global Capital, LLC, its Service Provider

By: _____

Name:

Title:

Jason Pecora

Managing Director - Operations
c/o Alden Global Capital
885 Third Ave. 34th Floor
New York, NY 10022
Attn: Ithran Olivacce
Tel: 212-418-6862
Email:IOlivacce@aldenglobal.com,
tradingops@aldenglobal.com

Schedule 1

Transferred Claims

Purchased Claim

As set forth below.

Lehman Programs Securities to which Transfer Relates

POC	ISIN/CUSIP	Issuer	Guarantor	Principal/ Notional Amount	Allowed Amount (USD)
66501	DE000A0TLKY4	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 520,000.00	737,935.01
66501	DE000A0TLKY4	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 208,000.00	295,174.00
51305	XS0362725540	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 694,000.00	694,000.00
62641	XS0263715467	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 24,000.00	37,506.40
562783	XS0333106507	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	JPY 89,377,000.00	380,995.00
562783	XS0278290589	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	JPY 81,252,000.00	610,655.65
51153	XS0178969209	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 145,507.55	183,654.72
46897	XS0178969209	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 38,866.62	48,100.05
51229	XS0178969209	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 182,908.27	327,954.86
51136	XS0289261546	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 117,000.00	126,429.02
57832	XS0289261546	Lehman Brothers Treasury Co.	Lehman Brothers Holdings Inc.	USD 400,000.00	432,235.98

Schedule 1-1

		B.V.			
62569	XS0296281735	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 25,000.00	13,420.10
44611	XS0274445120	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	CHF 202,000.00	180,192.62
51320	XS0285769278	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 375,000.00	498,433.31
51148	XS0326730313	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 240,029.03	92,784.00
62783	XS0316169050	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	JPY 20,000,000.00	121,100.63
62783	XS0316169050	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	JPY 20,000,000.00	121,100.63
562783	XS0316169050	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	JPY 33,126,000.00	200,578.97
51172	XS0270482424	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 393,000.00	555,708.57
44607	XS0297730847	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	CHF 615,000.00	548,606.24
51152	XS0344072318	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 395,000.00	359,799.60
51306	XS0362343930	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 30,000.00	42,573.17
62640	XS0346080590	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 28,302.00	29,019.87
51147	XS0324269561	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 129,993.53	52,650.00
44601	CH0034783651	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 314,000.00	445,599.22

44602	CH0034783644	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.		26,761.28
44602	CH0034783644	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.		17,840.85
44602	CH0034783644	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.		178,408.54
44602	CH0034783644	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.		223,010.56
51314	XS0345320799	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 25,000.00	35,477.64
62571	XS0324632669	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 250,000.00	354,776.44
44591	CH0039308660	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	CHF 1,000,000.00	297,996.86
44598	CH0034783685	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 182,000.00	182,000.00
44554	XS0217939650	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	CHF 168,000.00	149,863.17
44599	CH0034783677	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 157,000.00	157,000.00
44603	CH0034783636	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	CHF 155,000.00	138,266.61
44555	XS0214633967	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 90,000.00	127,719.53
57845	XS0323978089	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 500,000.00	275,590.23
55829	XS0336151088	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 200,000.00	283,821.15
51310	XS0329905417	Lehman Brothers Treasury Co.	Lehman Brothers Holdings Inc.	EUR 195,000.00	276,725.63

		B.V.			
44571	CH0027120663	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	CHF 295,000.00	263,152.56
44569	CH0027120689	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 168,000.00	238,409.70
47976	XS0231181222	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 75,473.25	107,104.67
47977	XS0231181222	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 105,526.75	149,753.62
44565	CH0027120747	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 163,000.00	231,314.25
43484	XS0345439763	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	USD 162,000.00	162,000.00
46897	XS0244093927	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 5,000.00	7,274.90
5159233	CH0027120879	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 212,000.00	300,850.42
62783	XS0274755072	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	JPY 79,339,211.56	746,616.89
62783	XS0274755072	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	JPY 1,912,769.22	18,000.00